attaches and goes with them wherever they go, and a proceeding under the North Carolina statute for the legitimation of the issue will be dismissed for that reason. *Fowler* v. *Fowler* (N. C.), 42 S. E. 563. Citing Minor, Conflict of Laws, sec. 99; *Miller* v. *Miller*, 91 N. Y. 315, 43 Am. Rep. 669; *Ross* v. *Ross*, 129 Mass. 252, 37 Am. Rep. 321; *Adams* v. *Adams* (Mass.), 13 L. R. A. 275.

The court instances the case of a marriage solemnized in a State whose laws permit such marriage, between a negro and a white person domiciled in such State, pronouncing, upon the authority of *State* v. *Ross*, 76 N. C. 242, 22 Am. Rep. 678, and *Woodward* v. *Blue*, 103 N. C. 114, valid upon their removal to North Carolina, even though such marriage were invalid if the parties had been domiciled there. "The status accompanies the person and is not changed by the removal."

MUNICIPAL CORPORATIONS—INDEBTEDNESS—CONSTITUTIONAL LIMIT.—A city being already indebted to the full constitutional limit of five per cent "on the value of the taxable property within such county or corporation," became desirous of constructing a system of water-works by levying a special tax, as authorized by certain sections of the Code of the State, upon all property within its corporate limits, the proceeds to be used exclusively for the purchase price, cost of construction and maintenance of such water-works and for the payment of the interest upon the necessary bonds and mortgage. Upon a bill filed to enjoin the issuance of such bonds and to declare void the contract entered into between the city and one contracting to construct such water-works, *Held*, that the sections of the Code permitting the issuance of such bonds and mortgage are not unconstitutional as authorizing an "indebtedness" beyond the named limit. *Swanson* v. *City of Ottumwa* (Iowa), 91 N. W. 1048.

The principal ruling was that the contract under consideration did not create an "indebtedness" against the city. Said Weaver, J., in delivering the opinion of the court:

"Given its plainest and most literal signification, the word 'indebtedness' includes every obligation by which one person is bound to pay money, goods, or services to another. Webst. Dict. 'Debt.' Such is undoubtedly the meaning of the word in the common usage of English-speaking people, and there are not wanting authorities which extend it to mere moral obligations arising from contracts unenforceable at law. *Mayor etc.* v. *Gill*, 31 Md. 375. As applied to a municipal corporation, 'debt,' if given its broadest signification, would include not only obligations for extraordinary expenditures, but every outstanding warrant upon the treasury, the accruing salaries of officers, and expenses daily arising for water supply, street lighting, street repairs, and other like legitimate purposes. It can be readily seen that such rigid literal interpretation of the word in construing the constitutional provision would completely paralyze municipal power in every city whose debt has reached the prescribed limit, and, while courts have propounded the general proposition that the language of the constitution in this respect is 'exceedingly broad, and should have no narrow or strained construction' (*French* v. *City of Burlington*, 42 Iowa, 614), and must be given 'its fair and legitimate meaning and general acceptation' (*Grant* v. *City of Davenport*, 36 Iowa, 401; *City of Springfield* v. *Edwards*, 84 Ill. 626), a careful

examination of the decisions discloses the fact that in substantially every jurisdiction the word 'debt' or 'indebtedness,' as used in the limitation placed upon municipal power, is given a meaning much less broad and comprehensive than it bears in general usage. This tendency has been more marked in some States than in others, with the result that the decisions are sufficiently at variance to fairly justify the statement of an eminent court that, 'in view of the warring among the adjudged cases, it is not easy to affirm that the word "debt" has a firmly settled meaning.' *City of Valparaiso* v. *Gardner*, 97 Ind. 1, 49 Am. Rep. 416."

The following quotation from *Read* v. *Atlantic City*, 49 N. J. Law, 558, is made:

"It is impossible, perhaps, to reconcile all these cases. The true interpretation of such restrictions upon municipal indebtedness is, in my judgment, between the extremes they exhibit. The plain object of such restriction is to require that all moneys which are paid for municipal expenses after the debt has reached the fixed limit shall be raised by taxation. In view of the object, it is clear (and all the cases agree in this) that prohibitions are not to be construed as limited to obligations which are debts *eo nomine*, but are to be extended to all contracts for the payment of money, or contracts whereon the payment of money can be enforced; but where the money to be paid upon such contracts is provided for to be raised under some fixed and definite scheme, such contracts are not, in my judgment, within the prohibition. Where, however, the money required to meet such contracts is not provided for, either by being legally ordered to be raised by taxation and appropriated for that purpose, or by some legislative scheme which positively prescribes that it shall be raised by taxation and appropriated for the payment as needed, then such contracts do increase the indebtedness within the meaning of the prohibition."

And the following from *Sackett* v. *New Albany*, 88 Ind. 473, 45 Am. Rep. 467:

"By 'indebtedness,' in this connection, we mean an agreement of some kind by the city to pay money where no suitable provision has been made for the prompt discharge of the obligation imposed by the agreement."

The opinion in the principal case contains a valuable compilation of the authorities in point. For a full collection of the authorities see monographic note to *Beard* v. *Hopkinsville* (Ky.), 44 Am. St. Rep. 229–243.

STREET RAILWAY COMPANIES—CITY ORDINANCES—POLICE POWERS.—A city ordinance requiring street railway companies to clean that portion of the streets between their tracks, is merely an exercise of the police power and not an impairment of the contract between the railway company and the city, created by the ordinance of the latter granting the former the right to lay its tracks in the street, and is valid. No contract can be made which assumes to surrender or alienate a strictly governmental power required to be continued in existence for the welfare of the people, and a city and a street railway company are without power to contract for the releasing or alienation by the former of its police power over the latter. *City of Chicago* v. *Chicago Union Traction Co.* (Ill.), 35 Chicago Legal News, 100.

The opinion, by Boggs, J., concedes that the city cannot, by virtue of the